



October 1, 2013

**RE: State Properties Commission - Request for Proposal**

To Whom It May Concern:

Cassidy Turley has been retained by the Georgia State Properties Commission to assist them in evaluating a potential lease of **10,000-15,000 usf** of office space for the **Department of Public Health in the greater LaGrange, Troup County, GA area**. This process of evaluating a lease in various buildings will be strictly governed by the attached request for proposal ("RFP"). Any and all questions must be submitted in writing per the process and schedule detailed in the attached RFP as no verbal communications will occur between Cassidy Turley and each proposer. This will be a structured process with all information disseminated in the attached RFP or on the SPC website at [www.spc.ga.gov](http://www.spc.ga.gov).

Thank you for your participation and we will look forward to your response.

Sincerely,

Cassidy Turley

**Introduction/General Information:** The State Properties Commission (“SPC”), on behalf of **Department of Public Health** (“Agency”), is seeking responses in accordance with this Request for Proposals (“RFP”) from prospective landlords interested in providing approximately **10,000-15,000 usable square feet** (usf) of administrative office space to meet the current and future needs of SPC and the Agency.

This RFP seeks to identify potential providers (interchangeably referred to as “proposer(s),” “respondent(s),” or “prospective landlord”) of office space and is not a lowest-responsive bid procurement.

SPC will seek to select a proposal that provides the best overall solution, and not solely on the least expensive rental rate. In those instances where the response to this RFP is determined to sufficiently meet the requirements and desired attributes as described in Exhibit H of this solicitation document, SPC may request an inspection or site visit of the proposed office space as part of the evaluation process. All respondents to this RFP are subject to instructions, and additional terms and conditions communicated in this document, and are cautioned to completely review the entire RFP (and all exhibits, see below) and follow said instructions carefully.

**Exhibit A – Proposal Details**  
**Exhibit B – Schedule / Timing**  
**Exhibit C – Notice(s) to Proposers**  
**Exhibit D – Market Commission and Payment Schedule**  
**EXHIBIT E - Certification Form**  
**EXHIBIT F - Disclosure Statement**  
**EXHIBIT G – Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)**  
**EXHIBIT H – Agency Requirements – Space Program**

Proposals lacking the requested information or exhibits at the time of submission may be considered non-responsive and subject to rejection. SPC retains the right to reject any or all proposals, and to waive technicalities, irregularities, and informalities, and retains the right to cancel or conclude this procurement at any time without finalizing a selection of a property for the purposes stated above, without any liability to any respondents, or any other person or entity. Additionally, SPC is under no obligation to enter into a lease relating to this RFP with any person or entity.

SPC is seeking administrative space that meets the needs of SPC and the Agency as described in the **“Agency Requirements” attached hereto as Exhibit H**, and also includes industry standard amenities, such as storage and employee parking (collectively the “property”). The property will need to provide a cost effective, modern, safe, and production-oriented space and location and must include all accommodations required to operate a multifunctional office. Furthermore, the property must be in compliance with the Americans with Disabilities Act (“ADA”) and all state and local laws, codes, regulations and/or ordinances.

**Method of Communication.** Procurement documents, including attachments, associated addenda and general communication of relevant information will be publicly posted on SPC’s website at the following web address ([www.spc.ga.gov](http://www.spc.ga.gov)). At any time prior to the submission date, SPC may issue a RFP addendum to further clarify any part of this RFP, amend this RFP or issue instructions or further information, or adjust any timelines related to the schedule referenced herein or otherwise. Known interested landlords and those which are deemed likely to be interested may be directly solicited immediately after public advertisement of the RFP. Notwithstanding any direct solicitation by SPC, **all proposers are responsible for checking SPC’s website on a regular basis for updates, clarifications, addenda, and announcements.**

**Proposal Deliverables.** Your proposal should include a one page cover letter identifying the respondent, the solicitation name and number and any information the respondent deems relevant or appropriate. Also, please include a table of contents identifying each section, exhibits, appendices, additional materials and attachments.

Required proposal deliverables are indicated in the exhibits reference herein above. Emphasis should be on completeness, relevance, and clarity of content. Proposals must be submitted in accordance with the instructions provided in the following two paragraphs. To expedite the review of submittals, it is essential that proposals are categorized and numbered as outlined in the exhibits, and **must be responsive to all requested information.**

All proposers must complete, execute, and include as part of any proposal submitted Exhibits E, F and G. SPC reserves the right to disqualify a proposer who fails to provide the above-referenced forms as part of their response.

Proposers should submit their proposal via the email address listed below. In the subject line of the email, please include "RFP No. 8542-1" and the words "PROPOSAL". Proposals **must be received by the Leasing Specialist** (identified below) via email prior to the deadline indicated on the front page of this solicitation. **This is a firm date and no proposals will be accepted after the time and date set for receipt. SPC is not responsible for any technical issues related to a proposal submission via email.**

**Attention:**  
**April Hawkinson**  
**Associate Vice President**  
**Cassidy Turley**  
**171 17th Street NW**  
**Suite 1400**  
**Atlanta, GA 30363-1032**  
[April.Hawkinson@cassidyturley.com](mailto:April.Hawkinson@cassidyturley.com)

The Leasing Specialist shall facilitate the procurement process including the posting of the solicitation, notices or addendums, receipt of submittals, questions and responses, coordination of submittal review and evaluation, facilitation of meetings, conferences, site visits, interviews and other duties throughout the RFP process.

All submittals upon receipt become the property of SPC. Labeling information provided in submittals such as "proprietary" or "confidential", or any other designation of restricted use will not be binding on SPC or its representatives and will not protect the information from public view. Subject to the provisions of State law (e.g. O.C.G.A. § 50-18-70, et seq., the "Open Records Act"), the details of the proposal documents will remain confidential until final award or cancellation of the RFP. All expenses for preparing and submitting a proposal are the sole cost of the party submitting the proposal. SPC shall not be obligated to reimburse any party for such expenses.

**Evaluation Criteria of Proposals.** A Selection Committee ("SC") will evaluate responses to the proposal deliverables per the following weighted criteria.

*10% Factor - Property Ownership / Management*

*40% Factor - Building and Site*

*30% Factor - Economics of the Proposal*

*20% Factor - Suitability*

The SC shall consist of representatives from SPC and the Agency, approved by SPC's Executive Director, in his sole and absolute discretion, to review and evaluate submitted proposals and to participate in site visits or inspections of the short

list of finalist properties (“Short List Finalists”). The SC shall, through the procedures defined herein, render a ranking recommendation of all submittals for determination of a group of Short List Finalists. Thereafter, the Short List Finalists will be subject to two (2) subsequent rankings and recommendations in order to determine the most advantageous proposal among the Short List Finalists, – the first being after the site visits and the second being after the best and final proposals have been received. The SC’s final recommendation will be subject to SPC Board approval. In the event the SC’s rankings result in a tie, the SPC Executive Director, upon review of the recommendation(s) of the SC, shall, in his sole and absolute discretion, determine the recommendation(s) to be presented to the SPC Board for final approval.

**Proposers should understand and accept that by responding to this solicitation they are willingly participating in a process that consists of some degree of subjectivity on the part of the members of the SC in determining the overall best solution.** The best overall proposed solution will be the proposal that best meets the criteria. **For purposes of clarification and to avoid any doubt, Proposers should be aware the proposal determined to best meet the needs of SC may not necessarily be the lowest cost proposal.** Respondents further understand and agree that SPC has the right to reject any and all submittals or to cancel the RFP process at any time without any liability to SPC or any other person, and SPC is under no obligation to make an award relating to this RFP to any person or entity. In addition, SPC reserves the right to evaluate only those proposals determined to be fully responsive to the RFP. All such decisions are ultimately to be made in the sole discretion of the SPC for any reason or for no reason whatsoever, and SPC is under no obligation to assign any reason for the rejection, non-review or non-acceptance of any submittal. Under no circumstances shall this RFP be construed as a contractual offer.

. Furthermore, respondents shall not hold SPC, the other applicable parties, their respective affiliates and/or any of their respective employees, representatives, agents, attorneys, advisors or consultants liable for any reason whatsoever related to this RFP and respondents hereby waive all such claims.

#### **Submittal Evaluation**

The SC will evaluate all valid submittals received by the Leasing Specialist, which shall include verification of receipt-on-time and apparent responsiveness. Responsiveness validation will also include verification of receipt of the following signed and notarized exhibits (via a scanned PDF): **Exhibit E, Proposer “Certification Form”**; **Exhibit F, Proposer “Disclosure Statement”**; and **Exhibit G, the “Contractor Affidavit.”** The SC will evaluate only those proposals that meet the minimum requirements.

When conducting the evaluation, committee members will assign points to each proposal initially using the above weighting criteria resulting in an overall ranking of the proposals. From this ranking the SC will instruct the Leasing Specialist to either: i) notify the Short List Finalists, that will be given further consideration in the Site Visits portion of the process; or ii) begin the Site Visits portion of the process with all respondents. Depending on the number of responses, the SC may choose to shortlist sites prior to beginning site visits. It is anticipated that a shortlist would consist of 2-5 proposals.

#### **Site Visits and Best and Final Proposals**

A list of proposals selected as Short List Finalists will be posted on the SPC’s website and those finalists will receive written notification (“Finalist Notification”) from the Leasing Specialist. The Short List Finalists may include all of the proposals received or some number of the highest ranked proposals received. Any additional criteria for the remainder of the selection process, including new weighting criteria, information pertaining to site visits of the finalist properties or other appropriate information, will be communicated in the Finalist Notification.

The SC will conduct site visits of the Short List Finalists’ properties. Dates and times of any site visits will be coordinated by the Leasing Specialist in writing through the appropriate property representative. Site visit instructions and requirements of the finalists will be provided in the Finalist Notification. All members of the SC will be present and participating during the site visit. Other persons may also be present at the sole discretion of SPC’s Executive Director. During the site visit the SC will generally evaluate the current condition of the site, location, amenities, surrounding area.

Following the site visits, the SC will again evaluate, assign points using the weighting criteria supplied in the Finalist Notification and rank the Short List Finalists. From this ranking, the SC will advise the Leasing Specialist to: i) notify the Short List Finalists that will be given further consideration in the selection process (the "Best and Final Finalists"); or ii) begin the best and final period ("Best and Final Period") portion of the process with all Short List Finalists. Therefore, the Best and Final Finalists may include all of the Short List Finalists or some number of the highest ranked Short List Finalist proposals. In the notification, the Leasing Specialist will instruct Best and Final Finalists to refine their submittals to get to a best and final proposal and will provide any additional criteria for the remainder of the selection process, including new weighting criteria, or other appropriate information (the "Best and Final Finalist Notification"). In the Best and Final Finalist Notification, information about other Best and Final Finalist proposals may or may not be shared. The goal of the Leasing Specialist at the end of the Best and Final Period is to receive the best and final offers from each of the Best and Final Finalists and to present/provide that information to the SC. The ending date of the Best and Final Period will be communicated in the schedule of events herein (Exhibit B).

Following the Best and Final Period, the SC will again evaluate, assign points using the weighting criteria supplied in the Best and Final Finalist Notification and rank the Best and Final Finalists.

**Selection and Award.** At the conclusion of the above steps:

- SPC will not request clarification from any single individual proposer regarding their submission, but reserves the right to ask, collectively, all parties that have submitted proposals for additional information
- The highest ranked proposal after the Best and Final Period will be notified as the apparent awardee. The SPC will then enter into final negotiations with the apparent awardee with the goal of finalizing a lease agreement.
- Should a situation arise where the apparent awardee is unable to meet the terms of SPC, the SC may elect to terminate negotiations and begin final negotiations with the 2<sup>nd</sup> highest ranked proposal, so on and so forth until a lease agreement is finalized. Notwithstanding, SPC, at all times, reserves the right to cancel any negotiations and this RFP.
- If a lease agreement is finalized with the apparent awardee, the SC will recommend to the Executive Director the apparent awardee's proposal be presented at SPC's next duly called meeting for Board approval.
- If approved by the SPC Board, SPC will execute the final lease agreement with the apparent awardee.

**Questions and Requests for Clarification.** It is the responsibility of each respondent to examine the entire RFP, seek clarification in writing, and review its submittal for accuracy before submitting the document. Questions about any aspect of the RFP shall be submitted via e-mail to the Leasing Specialist identified above (at both email addresses identified above) prior to the appropriate deadline indicated in the Schedule / Timing exhibit (Exhibit B). All relevant questions and requests for clarification received by SPC and the corresponding responses will be compiled and posted on the SPC's web-site.

**Exhibit A -Proposal Details**

**A. Property Ownership/Management**

**Landlord's Response (please fill in right column):**

A1	Provide prospective landlord's legal name (also provide the name of property management firm or developer if applicable), address, name of primary contact, telephone number, fax number, e-mail address, and company website (if available).	
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**B. Building and Site**

B1	Please provide the building address, location map, site plan, exterior building photo of the main entrance and existing "as built" floor plans of the proposed Premises.	
B4	Please provide the maximum number of parking spaces available to Tenant as an empirical number and as a ratio expressed as # of parking space per 1,000 rsf.	
B5	Provide a brief description of the surrounding area and the appeal of the location of the property to the needs of Tenant. Also include the proximity (distance) of the Building to public transportation (if applicable).	
B6	Describe any amenities available to Tenant within the Building. Please specify if there are any costs associated with such amenities.	
B7	Describe "in place" security and safety features for the Building; including lighting, building security, parking lights, sidewalks, etc.	

**C. Economics of Proposal**

C1	Please quote a rental rate per year over the term of the lease <b>including any concessions you are willing to offer</b> . This rate is <b>Net</b> of Utilities and Janitorial. Please provide all numbers on a per square foot basis. The tenant would like to request a 10 year lease.					
	Base Rent / sq foot	Operating Expenses or CAM	Taxes and Insurance	Management Fee (if applicable)	Total	
	Year 1					
	Year 2					
	Year 3					
	Year 4					
	Year 5					
	Year 6					
	Year 7					
	Year 8					
	Year 9					
	Year 10					
	Year 11					
	Year 12					
	Year 13					
	Year 14					
	Year 15					
	Year 16					

	Year 17						
	Year 18						
	Year 19						
	Year 20						
C3	Tenant's desired occupancy date is _____.						
C4	Please include in your rental quote a competitive per RSF tenant improvement allowance.						

**D. Suitability**

D1	If the property will be a multi-tenant facility, please provide a list of current or planned tenants.	
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**Exhibit B – Schedule / Timing**

The following Schedule of Events represents SPC’s best estimate of the anticipated timeline that applies to this solicitation. All times indicated are Eastern time. SPC reserves the right to adjust the schedule, with prior notice, as it deems necessary:

<b><u>Event</u></b>	<b><u>Time / Date</u></b>
RFP publicly advertised:	<b><i>October 1, 2013</i></b>
Deadline to submit Proposer written questions:	<b><i>5:00 p.m. EST, October 15, 2013</i></b>
Answers to written questions posted on SPC Website by:	<b><i>October 22, 2013</i></b>
<b>Deadline for submittal of Proposals:</b>	<b><i>5:00 p.m. EST, October 29, 2013</i></b>
Notification of Short List Finalists	<b><i>November 19, 2013</i></b>
SPC conducts site visits of Short List Finalists	<b><i>No later than December 3, 2013</i></b>
If necessary, notification of Best and Final Finalists	<b><i>December 4, 2013</i></b>
Beginning of Best and Final Period:	<b><i>December 5, 2013</i></b>
End of Best and Final Period:	<b><i>December 19, 2013</i></b>
SPC recommends selection to SPC Board:	<b><i>TBD</i></b>

### **Exhibit C – Notice(s) to Proposers**

*All proposers should be aware that the project you are submitting a proposal on is a public procurement, and SPC is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, SPC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting lease.*

**Restriction of Communication.** From the issue date of this solicitation until a successful respondent is selected and the selection is announced or the cancellation of this solicitation, interested proposers are not allowed to communicate about this solicitation with any member of SPC staff, its consultants, or members of the Selection Committee (“SC”), except for submission of questions as instructed in the RFP, or during the Best and Final Period,. **The designated Leasing Specialist shall be the sole point of contact for participating proposers for the duration of the procurement.** Other specific communications will be made as indicated in this RFP. In accordance with this Restriction of Communication, SPC reserves the right to reject the submittal of any respondent violating this provision.

**Accuracy of Information.** All information supplied in this RFP or by SPC or anyone acting on behalf of SPC, to a respondent is provided solely as a convenience to facilitate the selection process. SPC do not guarantee the accuracy or completeness of any such information supplied. In addition, respondent shall not rely on any express or implied statements, warranties or representations made by SPC or anyone acting on their behalf. Respondent agrees that SPC and their affiliates and their employees, representatives, agents, advisors or consultants cannot be held liable for any such statements, warranties or representations or inaccuracies or incompleteness in any information provided.

**Proposal Modifications/Corrections/Withdrawals.** Respondents may make no modification, correction or withdrawal of their submissions after the submission date. By submitting its submission, each respondent represents that: (i) it has read and understands this RFP; (ii) its submission complies with the requirements of this RFP; and (iii) respondent has the necessary corporate authority to make a submission.

**Form of Lease Agreement.** The SPC standardized Lease Agreement will be utilized. In the event a lease is entered into the successful proposer will be required to sign a lease using the SPC lease documents.

**Drug Free Workplace.** SPC, as policy, operates all facilities as a drug-free workplace, and requires that the labor force of respondents be drug-free. The respondent hereby acknowledges this requirement, and asserts that the organization of the respondent adheres to such policy and practice. The respondent acknowledges that it may be required to produce certificates affirming its compliance of these requirements of drug-free workplace for duration of agreement term, at execution, or at any time during the term of the agreement. The respondent shall secure from any sub-consultant hired to work in a drug-free workplace the following written certification: "As a part of the subcontracting agreement with (respondent's name, sub-consultant's name) certifies to the respondent that a drug-free workplace will be provided for the sub-consultant's employees during the performance of this contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3." The respondent may be suspended, terminated, or debarred if it is determined that: 1) the respondent has made false certification hereinabove; or 2) the respondent has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

**Non-Discrimination.** SPC shall require, prior to, or incidental to, the award of a contract, confirmation by the respondent stating that the respondent has not discriminated and will not discriminate on the basis of race, creed, color, sex, religion or national origin in any of its employment practices with respect to the work force of the business, or procurement services in connection with this project. The successful respondent may be required to execute certificates, affirming these requirements of non-discrimination.

**Procurement Protests.** SPC’s protest policy may be found at <http://gspc.georgia.gov/policies> for processing protests from proposers regarding the solicitation process and/or award of contracts.

**Statement of Agreement.** With submission of a response, the respondent agrees that he/she has carefully examined this solicitation, and agrees that it is the respondent's responsibility to request clarification on any issues in any section of the solicitation with which the respondent requires such clarification. The respondent also understands that failure to mention these items in the proposal will be interpreted to mean that the respondent is in full agreement with the terms, conditions, specifications and requirements in the therein. With submission of a proposal, the respondent hereby certifies: (a) that this proposal is genuine and is not made in the interest or on behalf of any undisclosed person, firm, or corporation; (b) that respondent has not directly or indirectly included or solicited any other respondent to put in a false or insincere proposal; (c) that respondent has not solicited or induced any person, firm, or corporation to refrain from sending a proposal.

**Submittal Costs and Confidentiality.** All expenses for preparing and submitting responses are the sole cost of the party submitting the response. The SPC is not obligated to any party to reimburse such expenses. Upon receipt, all submittals become the property of the SPC. Labeling information provided in submittals "proprietary" or "confidential", or any other designation of restricted use will not protect the information from public view. Subject to the provisions of the Open Records Act and subject to the Best and Final Period, the details of the submittal documents will remain confidential until final award.

**Award Conditions.** This request and any proposal submitted in response, regardless of whether the proposal is determined to be the best proposal or the apparent awardee, is not binding upon SPC and does not obligate SPC to procure or enter into a lease for any property. Neither SPC nor any party submitting a response will be bound unless and until a written lease mutually accepted by both parties is negotiated as to its terms and conditions and is signed by SPC and a respondent. SPC reserves the right to waive non-compliance with any requirements of this solicitation and to reject any or all responses. Upon receipt and review of responses, SPC will determine the proposal(s) that in the sole judgment of the SPC is in the best interest of SPC (if any is so determined), with respect to the evaluation criteria stated herein. SPC will then conduct negotiations with such proposer(s) to determine if a mutually acceptable agreement may be reached.

**Exhibit D – Market Commission and Payment Schedule**

SPC, in its potential capacity as “Tenant”, has engaged Cassidy Turley Real Estate Services, Inc. (“CT”) to act as the Leasing Specialist. Accordingly, CT is acting as agent for Tenant in the RFP process and is not acting as agent for any prospective landlord. The apparent awardee shall pay to CT, a market commission in accordance with the below schedule which will be memorialized in a separate commission agreement. In addition, CT’s services are governed by Ch. 520-1-.08 of the Georgia Real Estate Commission Rules and Regulations and O.C.G.A. § 10-6A-1 et seq., commonly known as the Brokerage Relationships in Real Estate Transactions Act (“BRRETA”).

Pursuant to the commission agreement, if the apparent awardee and Tenant (i.e. SPC) enter into a lease for all or any portion of the selected property, the apparent awardee will pay to CT a commission in the amount of the first full month’s rental plus four percent (4%) of the aggregate rental for the remaining initial lease term. The commission shall be earned in full upon the full execution and delivery of the lease agreement between the apparent awardee and Tenant. -One-half (1/2) of the commission shall be due and payable to CT upon lease execution and the remaining one-half (1/2) shall be due and payable no later than thirty (30) days after receipt of certificate of occupancy (“C of O”). In the event that the lease is net of services, “Base Rent” shall be calculated as if the lease were a “full-service” lease (i.e., including the estimated value of all operating expenses payable by Tenant during the first year of the term).

Pursuant to the commission agreement, if, at any time: (i) the term of the lease is renewed or extended whether or not pursuant to any option(s) or right(s) contained in the lease agreement; or (ii) Tenant leases other or additional space(s) from landlord (i.e. apparent awardee) whether or not pursuant to any option(s) or right(s) contained in the lease agreement; then, and in any such event, landlord shall pay to CT, within thirty (30) days of the execution of the applicable lease amendment by both landlord and Tenant for said renewal/extension of the term or said expansion space, as the case may be, an additional commission(s) based on the aggregate rental for the renewal or extension term(s) or for such other or additional space(s), and calculated at the rate of four percent (4%) of the aggregate Base Rent (as defined above) for the entire applicable lease term. Said commission will be due and payable in full upon execution and delivery of the applicable lease amendment by both Landlord and Tenant.

**Exhibit E – Certification Form**

I, \_\_\_\_\_, being duly sworn, state that I am \_\_\_\_\_ (title) of \_\_\_\_\_ (firm) and hereby duly certify that I have read and understand the information presented in the attached proposal and any enclosure and exhibits thereto.

I further certify that to the best of my knowledge the information given in response to the request for proposals is full, complete and truthful.

I further certify that the proposer has adequate financial resources to perform the contract, or the ability to obtain them

I further certify that the proposer is able to comply with the contract requirements, considering the proposers other business obligations

I further certify that the proposer has satisfactory organization, experience, accounting and operational controls, and managerial and technical skills to perform the contract

I further certify that the proposer and any principal employee of the proposer have not, in the immediately preceding five years, been convicted of any crime of moral turpitude or any felony offense, nor has had their professional license suspended, revoked or been subjected to disciplinary proceedings.

I further certify that the proposer has not, in the immediately preceding five years, been suspended or debarred from contracting with any federal, state or local government agency, and further, that the proposer is not now under consideration for suspension or debarment from any such agency.

I further certify that the proposer has not in the immediately preceding five years been defaulted in any federal, state or local government agency contract and further, that the proposer is not now under any notice of intent to default on any such contract.

I acknowledge, agree and authorize, and certify that the proposer acknowledges, agrees and authorizes, that the SPC and/or GSFIC may, by means that either deems appropriate, determine the accuracy and truth of the information provided by the proposer and that the SPC and/or GSFIC may contact any individual or entity named in the Proposal for the purpose of verifying the information supplied therein.

I acknowledge and agree that all of the information contained in the Proposal is submitted for the express purpose of inducing the SPC to award a lease agreement.

*A material false statement or omission made in conjunction with this proposal is sufficient cause for suspension or debarment from further contracts, or denial of rescission of any contract entered into based upon this proposal thereby precluding the firm from doing business with, or performing work for, the State of Georgia. In addition, such false statement or omission may subject the person and entity making the proposal to criminal prosecution under the laws of the State of Georgia of the United States, including but not limited to O.C.G.A. §16-10-20, 18 U.S.C. §§1001 or 1341.*

<p>_____ Signature Sworn and subscribed before me This ____ day of _____, 2013.</p>	<p style="text-align: right;">NOTARY SEAL</p> <p>_____ NOTARY PUBLIC</p> <p>My Commission Expires: _____</p>
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**Exhibit F - Disclosure Statement**

All proposers should be aware that the project you are submitting a proposal on is a public project, and the State Properties Commission is a public agency. Pursuant to the laws, rules and Executive Orders of the State of Georgia, GSFIC shall make every effort to avoid even the appearance of a conflict of interest or any impropriety in both the selection process for this project and the negotiation and performance of any resulting contract. As part of any submittal you intend to make for this project, **you must include this Disclosure Statement with your submittal** that answers or addresses the following specific statements:

1. Describe any business transactions occurring within the prior two years between your firm and SPC, (DFCS) the Using Agency, or the ultimate end-user of the proposed project.

Insert Response

2. Describe any gift, hospitality, or benefit of any sort that your firm has provided to SPC, the Using Agency (DFCS), or the end-user of the proposed project within the prior one-year period.

Insert Response

3. A *conflict of interest or potential conflict of interest* is defined as any action, decision, or recommendation by a person acting in a capacity as a public official, the effect of which is or could be to the private monetary or financial benefit or detriment of the person, the person’s relative, or any business with which the person or a relative of the person is associated. The potential conflict of interest is viewed from the perspective of a reasonable person who has knowledge of the relevant facts. Based upon this definition, describe any conflict of interest or potential conflict of interest that your firm has with SPC, or the Using Agency (DFCS).

Insert Response

This Disclosure Statement should be dated and signed by an authorized signator for the Proposer and submitted with the Proposer’s Submittal as deliverable B11. The Disclosure Statement may be included in the Appendix and not included in the page count requirement.

<p>_____</p> <p>Name of Firm</p> <p>_____</p> <p>Authorized Signature</p>	<p>_____</p> <p>Date</p>
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**Exhibit G - Contractor Affidavit Under O.C.G.A. § 13-10-91(b)(1)**

(Failure to submit this form with the Proposal will be grounds to reject Proposal)

Request for Proposal No. and Name: \_\_\_\_\_

\_\_\_\_\_

Proposer Name: \_\_\_\_\_

**STATE OF GEORGIA**

**COUNTY OF: \_\_\_\_\_**

By executing this affidavit, the undersigned contractor verifies its compliance with O.C.G.A. §13-10-91, stating affirmatively that the individual, firm or corporation which is engaged in the physical performance of services on behalf of the **Georgia State Properties Commission** has registered with, is authorized to use and used the federal work authorization program commonly known as E-Verify, or any subsequent replacement program, in accordance with the applicable provisions and deadlines established in O.C.G.A. §13-10-91. Furthermore, the undersigned contractor will continue to use the federal work authorization program throughout the contract period and the undersigned contractor will contract for the physical performance of services in satisfaction of such contract only with subcontractors who present an affidavit to the contractor with the information required by O.C.G.A. §13-10-91(b). Contractor hereby attests that its federal work authorization user identification number and date of authorization are as follows:

\_\_\_\_\_ (This is **NOT** an FEI number)

Federal Work Authorization User Identification Number

\_\_\_\_\_

Date of Authorization

I hereby declare under penalty of perjury that the foregoing is true and correct.

Executed on \_\_\_\_\_, 2013 in (City), (State).

\_\_\_\_\_  
Signature of Authorized Officer or Agent of Contractor

\_\_\_\_\_  
Printed Name and Title of Authorized Officer or Agent

**SUBSCRIBED AND SWORN BEFORE ME ON THIS THE**

\_\_\_\_\_ **DAY OF \_\_\_\_\_, 2013**

\_\_\_\_\_  
Notary Public

My Commission Expires: \_\_\_\_\_

**Exhibit H – Agency Requirements - Space Program - Summary**

Division/section name	Capacity	Occupancy	Square Feet Required	Notes
Management	5	5	851	
Human resources	3	3	454	
Nursing	5	5	1,029	
Epidemiology	4	4	680	
IT	3	3	764	
Billing/Administrative	4	4	356	
WIC	3	3	1,230	
Children with special needs	11	11	1,146	
Emergency preparedness	8	8	1,752	
Other	2	2	324	
Shared spaces			2,508	
<b>SUB-TOTAL</b>			<b>11,094</b>	
<b>TOTAL</b>		<b>48</b>	<b>11,094</b>	231.1 sf/pos
<b>Total capacity</b>	<b>48</b>			231.1 sf/pos

**Exhibit H – Agency Requirements - Space Program - Management**

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Manager (District director)	1	1	150	150	
Manager (Administrator)	1	1	120	120	
Manager (Program)	1	1	120	120	
Manager (Deputy administrator)	1	1	120	120	
Professional (Admin. Asst.)	1	1	120	120	
Total number of work spaces, enclosed & open (capacity)		5			
<b>Ancillary/Support</b>					
N/A					
<b>SUB-TOTAL</b>				<b>630</b>	
<b>35% Circulation</b>				<b>221</b>	
<b>TOTAL</b>	<b>5</b>			<b>851</b>	

Exhibit H – Agency Requirements - Space Program – Human Resources

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Manager	1	1	120	120	
<b>Open office workstations</b>					
Professional	2	2	48	96	
Total number of work spaces, enclosed & open (capacity)		3			
<b>Ancillary/Support</b>					
Storage & supplies		1	120	120	
<b>SUB-TOTAL</b>				<b>336</b>	
<b>35% Circulation</b>				<b>118</b>	
<b>TOTAL</b>	<b>3</b>			<b>454</b>	

Exhibit H – Agency Requirements - Space Program – Nursing

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Manager (District nurse)	1	1	150	150	
<b>Open office workstations</b>					
Professional	4	4	48	192	
Total number of work spaces, enclosed & open (capacity)		5			
<b>Ancillary/Support</b>					
Pharmacy w/ workstation		1	300	300	
Telework station		1	120	120	
<b>SUB-TOTAL</b>				<b>762</b>	
<b>35% Circulation</b>				<b>267</b>	
<b>TOTAL</b>	<b>5</b>			<b>1,029</b>	

Exhibit H – Agency Requirements - Space Program – Epidemiology

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Manager	1	1	120	120	
<b>Open office workstations</b>					
Professional	3	3	48	144	
Total number of work spaces, enclosed & open (capacity)		4			
<b>Ancillary/Support</b>					
Student work station		1	120	120	
Storage		1	120	120	
<b>SUB-TOTAL</b>				<b>504</b>	
<b>35% Circulation</b>				<b>176</b>	
<b>TOTAL</b>				<b>680</b>	

Exhibit H – Agency Requirements - Space Program – IT

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b><u>Enclosed offices</u></b>					
Manager	1	1	120	120	
<b><u>Open office workstations</u></b>					
Professional	2	2	48	96	
Total number of work spaces, enclosed & open (capacity)		3			
<b>Ancillary/Support</b>					
Computer room		1	175	175	
Computer storage		1	175	175	
<b>SUB-TOTAL</b>				<b>566</b>	
<b>35% Circulation</b>				<b>198</b>	

Exhibit H – Agency Requirements - Space Program –Billing-Administrative

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b><u>Enclosed offices</u></b>					
Manager	1	1	120	120	
<b><u>Open office workstations</u></b>					
Professional	3	3	48	144	
Total number of work spaces, enclosed & open (capacity)		4			
<b>Ancillary/Support</b>					
N/A					
<b>SUB-TOTAL</b>				<b>264</b>	
<b>35% Circulation</b>				<b>92</b>	
<b>TOTAL</b>				<b>356</b>	

Exhibit H – Agency Requirements - Space Program – WIC

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b><u>Enclosed offices</u></b>					
Manager	1	1	120	120	
<b><u>Open office workstations</u></b>					
Professional	2	2	48	96	
Total number of work spaces, enclosed & open (capacity)		3			
<b>Ancillary/Support</b>					
Call center		1	350	350	Will include (4) workstations
Conference room		1	225	225	
Storage		1	120	120	
<b>SUB-TOTAL</b>				<b>911</b>	
<b>35% Circulation</b>				<b>319</b>	

**Exhibit H – Agency Requirements - Space Program – Children with Special Needs**

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Manager	1	1	120	120	
<b>Open office workstations</b>					
Professional	8	8	48	384	
Professional	2	2	0	0	Included under clerical work space
Total number of work spaces, enclosed & open (capacity)		11			
<b>Ancillary/Support</b>					
Clerical work space		1	170	170	
Storage		1	175	175	
<b>SUB-TOTAL</b>				<b>849</b>	
<b>35% Circulation</b>				<b>297</b>	
<b>TOTAL</b>		<b>11</b>		<b>1,146</b>	

Exhibit H – Agency Requirements - Space Program – Emergency Preparedness

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b><u>Enclosed offices</u></b>					
Manager	2	2	120	240	
<b><u>Open office workstations</u></b>					
Professional	6	6	48	288	
Total number of work spaces, enclosed & open (capacity)		8			
<b>Ancillary/Support</b>					
Copier/fax/mail		1	120	120	
Training/conference room		1	650	650	
<b>SUB-TOTAL</b>				<b>1,298</b>	
<b>35% Circulation</b>				<b>454</b>	
<b>TOTAL</b>	<b>8</b>			<b>1,752</b>	

Exhibit H – Agency Requirements - Space Program – Other

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
<b>Staff</b>					
<b>Enclosed offices</b>					
Professional	2	2	120	240	
Total number of work spaces, enclosed & open (capacity)		2			
<b>Ancillary/Support</b>					
N/A					
<b>SUB-TOTAL</b>				<b>240</b>	
<b>35% Circulation</b>				<b>84</b>	
<b>TOTAL</b>				<b>324</b>	

**Exhibit H – Agency Requirements - Space Program – Shared Spaces**

Space name	Staffing Number	Quantity	Size	Square Footage Required	NOTES
Public waiting/reception room		1	150	150	
Public restrooms		4	35	140	Locate adjacent to public/waiting reception room
Library		1	300	300	
Copy room		1	120	120	
Staff break room		1	300	300	" "
Staff ladies restroom		1	188	188	(4) water closets
Staff men's restroom		1	160	160	
Mechanical		1	150	150	
Electrical		1	100	100	
Janitor's closet		1	100	100	
GTA Telecommunications		1	150	150	
SUB-TOTAL				1,858	
35% Circulation				650	
<b>TOTAL</b>				<b>2,508</b>	